UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JAMES SEARL, Plaintiff, -against- CUSHMAN & WAKEFIELD, INC. Defendant.	**COMPLAINT** **JURY TRIAL DEMANDED** Civil Action No.:

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Plaintiff, James Searl, ("Mr. Searl"), by and through his attorneys, Davidoff Hutcher & Citron LLP, as and for his Complaint against defendant, Cushman & Wakefield, Inc., ("Defendant" or "C&W") alleges as follows:

INTRODUCTION

1. Mr. Searl brings this action to remedy discrimination on the basis of age in the terms and conditions of his employment, in violation of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 *et. seq.* ("ADEA"), the New York State Human Rights Law - New York State Executive Law § 296 *et. seq.* ("NYSHRL"), and the New York Administrative Code § 8-107 *et. seq.* ("NYCHRL").

2. Mr. Searl seeks injunctive and declaratory relief, compensatory and punitive damages, liquidated damages and other appropriate legal and equitable relief pursuant to the ADEA, NYSHRL, and NYCHRL.

JURISDICTION

3. The jurisdiction of this Court is invoked under 28 U.S.C. §§ 1331, 42 U.S.C. § 2000e-5(f)(3) and 29 U.S.C. § 626(c).

4. This Court is requested to exercise supplemental jurisdiction with respect to Mr. Searl's State law claims pursuant to 28 U.S.C. § 1367.

5. Venue in the Southern District of New York is proper under 28 U.S.C. § 1391, based on the fact that the place where the unlawful employment practices complained of herein occurred in the County of New York.

6. Searl filed charges of age discrimination with the United States Equal Employment Opportunity Commission ("EEOC") on May 24, 2016.

7. On February 7, 2017, the EEOC issued a Notice of Right to Sue within 90 days of receipt under Charge No. 520-2016-02584. (A copy is annexed hereto as Exhibit "A"). As of the filing of this Complaint 90 days has not yet passed since Plaintiff received the Notice.

PARTIES

8. Plaintiff, James Searl, resides in the the State of Connecticut with a residence at 84 Grove Point Road, Westport, Connecticut 06880.

9. Mr. Searl is a white male who is presently seventy (70) years old having been born on June 10, 1946. He is a licensed real estate broker and has worked in the real estate leasing business for the last seventeen plus years. Prior to working for C&W, he was a successful real estate broker for the CBRE Inc. specializing in commercial real estate leasing in the downtown New York area. He has developed a specialization in leasing commercial space in the downtown New York area and financial district.

10. Upon information and belief, defendant, Cushman and Wakefield, Inc., is a New York Corporation with its principal place of business located at 1290 Avenue of the Americas, New York, New York 10104. C&W is an international real estate company with over 40,000 worldwide employees.

11. In recent years, C&W has become infamous for discriminating in employment against women, older people and minorities. Unfortunately, M. Searl now finds himself to be one more victim of the Company's discriminatory practices.

FACTUAL ALLEGATION

12. In or about October, 2010, Mr. Searl was hired by C&W as a real estate broker/salesperson and was assigned to work on a Team or "Agency" as they were called, of leasing agents for the building located at 1 World Trade Center ("1 WTC") which was co-owned by the Durst Organization and the Port Authority of New York and New Jersey. C&W was the exclusive leasing agent for 1 WTC.

13. As 1 WTC was under construction for the entire time period that Mr. Searl was on the 1 WTC Agency, he worked out of offices located at 100 Wall Street. Mr. Searl had a private office.

14. Although C&W originally informed him he could continue to continue to lease space for his own "book of business", leasing space at 1 WTC was a full time job which essentially left no time for Mr. Searl to continue with his own book of business. Moreover, leasing space in 1 WTC was very difficult considering the location, history of the area and most importantly, the fact that the building was under construction.

15. Over the next five years, Searl worked diligently in leasing commercial space at 1 WTC, including, but not limited to planning programs, cold calling potential tenants, giving tours, and planning and implementing a marketing center. Tours were lengthy and laborious since they were conducted in an active construction site, with the use of hard hats, safety vests and taking prospective tenants on tours using outside construction elevators.

16. Sometime in 2012-2013, C&W agreed to give Searl a draw of $150,000 a year against the commissions he would earn from 1 WTC leases. In accordance with this agreement, Searl was required to sign a Demand Note payable to C&W.

17. As of today, Mr. Searl would be indebted to C&W for approximately $400,000.00, all of which was to be repaid from his 1 WTC commissions. He estimates that if he was able to continue leasing at 1 WTC and not discriminated against and wrongfully removed from the sales team, as set forth below, his commissions would have been in excess of $750,000.00.

18. In November 2014, after Conde Nast agreed to lease 1.2 million square feet in 1 WTC and the building opened for business, leasing activity increased.

19. In the summer of 2015, prospective tenants began to show more interest in 1 WTC. However, in or about July 2015, in actions that foretold what was to occur within a few months, C&W started to withhold names from Mr. Searl of prospective tenants who were inquiring about, and touring, 1 WTC.

20. In September 2015, Debenham Thouard Zadelhoff ("DTZ"), a European joint venture, bought Cushman Wakefield for two billion dollars.

21. In or around September 2015, after working for years primarily on 1 WTC, many of the leases that Mr. Searl worked so hard to obtain were in the "pipeline" and were nearing closing. Mr. Searl was called into the conference room at 100 Wall Street to meet with Patrick Dugan, then Managing Director of all brokers and Tina Palmer Senior Operations Director. Around that time, the downtown office where Mr. Searl worked was moving from 100 Wall Street to 1 WTC.

22. During that meeting, Mr. Dugan reneged on a prior promise that Mr. Searl would be provided with a private office when C&W moved their downtown office to 1 WTC, like Mr. Searl had at 100 Wall Street. Mr. Dugan instead advised that Mr. Searl would be sitting in an open bullpen when the office moved to 1 WTC. Not only Mr. Searl, but C&W eliminated the private offices of 4 or 5 brokers all over the age of 50 and moved them into an open bullpen setting. Mr. Searl had not worked in a bullpen in over fifteen (15) years.

23. At a subsequent meeting Mr. Searl's annual draw from anticipated 1 WTC commissions was reduced from $150,000 to $94,000.00.

24. On October 2, 2015 Mr. Searl received a call from Ron LaRuso's secretary to attend a meeting at C&W's corporate offices at 1290 6th Avenue. At the time, Mr. LaRuso was President of C&W's Tri-State area (encompassing New York, New Jersey & Connecticut).

25. At that meeting, using the Durst Organization as an excuse, Mr. LaRuso told Mr. Searl that he was being taken off the 1 WTC Agency. At that point, C&W understood that it would be impossible for Mr. Searl to pay back the $400,000 draw against future commissions if Mr. Searl would not receive credit for the 1 WTC leases which he had been working on almost exclusively for over 5 years. Mr. Searl asked to have C&W forgive the draw. LaRuso told him no and that if "he got a lawyer" C&W "would call in his entire draw immediately".

26. In addition to Mr. Searl, Jodi Pulice, who we believe is over 50, and Alan Stein who is 68 were also fired from the 1 WTC team.

27. Subsequently, after Mr. Searl was removed from the 1 WTC Agency, C&W announced that it hired a new 1 WTC Agency Team, all of whose members were substantially younger than Mr. Searl, Ms. Pulice and Mr. Stein (52, 41 and 25 years old).

28. The facts are plain: after DTZ's acquisition of C&W, Mr. Searl along with other older members of his team were downgraded, while younger employees were elevated and given Mr. Searl's responsibilities.

29. Given the fact that Mr. Searl was 69 year old employee at a company that has a history of favoring younger employees, the facts above establish that the removal of Mr. Searl from the 1 WTC project was the result of blatant discrimination.

30. In January, 2016, C&W advised Mr. Searl that there were 7 pending deals that he would not get commissions on since no proposals had been sent out when he was transferred or he would not be eligible for commissions for transactions that did not close by April 2, 2016 although he had worked on those tenants' transactions.

31. Between his meeting with Mr. LaRuso and the hiring of the new 1 WTC Agency team, two 1 WTC tenants, MIC Network and Kahn Funds, which Mr. Searl had worked on and for which he would have been entitled to a commission, was in the pipeline to close. These would have earned Mr. Searl substantial commissions.

32. However, because he was no longer on the 1 WTC Agency and he believes they closed after April 2, 2016, upon information and belief, the commissions were shared by Tara Stacom, Executive Vice Chairman of the Leasing Office and Justin Royce, Executive Director of C&W's Leasing Office instead.

33. In implementing its unlawful scheme targeting plaintiff and other senior employees, including trumped up allegations of performance related issues, defendant acted at all times willfully, wantonly and maliciously, and in reckless disregard to plaintiff's right to be free from discrimination.

34. As a result of this discrimination and the actions of C&W plaintiff has suffered substantial physical and emotional distress including the breakup of his twenty seven (27) year marriage.

AS AND FOR A FIRST CAUSE OF ACTION FOR VIOLATION OF THE ADEA

35. Mr. Searl repeats and realleges each and every allegation contained in paragraphs "1" through "33" of the Complaint as if fully set forth hererin.

36. At all relevant times, Mr. Searl was an employee of C&W, was over forty years of age and a member of a protected class who was qualified to hold the position for which he was employed by Defendant.

37. 29 U.S.C. 623(a)(1) states that "[I]t shall be unlawful for an employer... to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age."

38. By the acts and practices described above, C&W has intentionally and/or willfully discriminated against Mr. Searl in the terms and conditions of his employment on the basis of his age, in violation of the ADEA.

39. C&W knew that its actions constituted unlawful discrimination on the basis of age or showed reckless disregard for plaintiffs statutorily protected rights. These violations are willful within the meaning of the ADEA.

40. As a result of C&W's discriminatory acts, Mr. Searl suffered, is suffering, and will continue to suffer irreparable injury, monetary damage, mental anguish, emotional distress, humiliation and other compensable damages unless and until the Court grants relief.

41. C&W's conduct in discriminating against Mr. Searl on the basis of his age was willful, entitling Plaintiff to an additional sum of liquidated damages pursuant to 29 U.S.C. § 626(b).

AS AND FOR A SECOND CAUSE OF ACTION
FOR VIOLATION OF THE NEW YORK STATE HUMAN RIGHTS LAW
FOR AGE DISCRIMINATION

42. Mr. Searl repeats and realleges each and every allegation contained in paragraphs "1" through "40" of the Complaint as if fully set forth herein.

43. New York Executive Law §296(1) provides that it shall been an unlawful discriminatory practice: "For an employer…because of …age… of any individual… to discharge from employment such individual or to discriminate against such individual in…terms, conditions or privileges of employment."

44. By the acts and practices described above, C&W has discriminated against Mr. Searl in the terms and conditions of his employment on the basis of his age in violation of § 296 of the NYSHRL.

45. C&W knew that its actions constituted unlawful discrimination on the basis of Plaintiff's age and/or showed reckless disregard for Plaintiff's statutorily protected rights.

46. As a result of C&W's discriminatory acts, Mr. Searl suffered, is suffering, and will continue to suffer irreparable injury, monetary damage, mental anguish, emotional distress, humiliation and other compensable damages unless and until the Court grants relief.

AS AND FOR A THIRD CAUSE OF ACTION
FOR VIOLATION OF THE NEW YORK CITY HUMAN RIGHTS LAW
FOR AGE DISCRIMINATION

47. Mr. Searl repeats and realleges each and every allegation contained in paragraphs "1" through "45" of the Complaint as if fully set forth hererin.

48. The New York City Administrative Code § 8-107, *et seq.* ("City HRL"), makes it unlawful to discriminate against any individual in the terms, conditions or privileges of employment on the basis of age. The City HRL further makes unlawful ageist harassment that creates an abusive and hostile work environment such that the conditions of employment are altered.

49. By the acts and practices described above, C&W has discriminated against Mr. Searl in the terms and conditions of his employment on the basis of his age, in violation of the City HRL.

50. C&W knew that its actions constituted unlawful discrimination on the basis of Plaintiff's age and/or showed reckless disregard for Plaintiff's statutorily protected rights.

51. As a result of the discrimination described herein, Plaintiff is now suffering irreparable injury, monetary damage, mental anguish, emotional distress, humiliation and other compensable damages unless and until the Court grants relief.

52. C&W's actions described herein constitute discrimination against Plaintiff on the basis of his age and were done with reckless indifference to plaintiff's rights, entitling him to punitive damages, interest, and costs under the NYCHRL.

PRAYER FOR RELIEF

WHEREFORE, Mr. Searl respectfully requests that this Court enter a judgment:

(a) A declaratory judgment that the actions and practices of Defendant complained of herein violate, federal, state and local law and specifically the ADEA, the NYSHRL and the NYCHRL;

(b) An injunction and order permanently enjoining and restraining the Defendant from engaging in any such further unlawful conduct, including the policies and practices complaint of herein:

(c) Directing C&W to take such affirmative action as is necessary to ensure that the effects of these unlawful employment practices are eliminated and do not continue to affect Plaintiff's employment opportunities;

(d) An award of damages, in an amount to be determined at tr5ial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages incurred as a result of Defendant's unlawful action;

(e) An award of damages to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to her professional and personal reputation and loss of career fulfillment;

(f) An award of damages to be determined at trial, to compensate Plaintiff for emotional distress, mental anguish and/or all other nonmonetary losses suffered by Plaintiff as a result of Defendant's unlawful action;

(g) An award of liquidated damages in an amount to be determined at trial;

(h) An award of punitive damages in an amount to be determined at trial;

(i) An award of costs that Plaintiff has incurred in this action, including, but not limited to, Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by law;

(h) awarding such other and further relief as this Court may deem just and proper.

DEMAND FOR A TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Mr. Searl demands a trial by jury in this action.

Dated: Garden City, New York
May 3, 2017

DAVIDOFF HUTCHER & CITRON LLP

By: ______________________
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